Affiliation Agreement

This Agreement is entered into and is effective as of _____ ("the Effective Date"), by and between the University of Houston, ("University") which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, and is located at 110 HA Social Work Building, Houston, Texas 77204-4013, Nonprofit Leadership Alliance Nonprofit Certification Program, Graduate College of Social Work ("NLA") and _____, ("Agency"), to establish an affiliation for the purpose of providing an internship experience for students seeking certification through Nonprofit Leadership Alliance, Inc. under the guidelines of NLA. NLA and Agency shall be known collectively as "the Parties" and singularly as "a Party" or "the Party".

ARTICLE 1: In pursuance thereof, NLA and Agency jointly agree that:

1. The purposes of this internship are:
   a. to provide the student with a meaningful and intensive on-the-job training experience through learning activities that will meet educational and behavioral objectives established by NLA;
   b. to provide designated Agency personnel with teaching opportunities that will enhance the experience and capabilities of the personnel and provide Agency with the opportunity to contribute to the training of professionals in non-profit careers;
   c. to provide Agency expanded capabilities to provide its services.
2. This agreement shall remain in effect until the end of University's academic year, including summer, and shall automatically renew for additional terms consisting of University's academic year, including summer, unless terminated in accordance with applicable provisions of this Agreement.
3. Either party may terminate this affiliation agreement upon giving three months notice in writing to the other party and after provisions have been made for transfer of students.
4. NLA and Agency will provide and maintain appropriate channels of communication between them relative to the internship through designated representatives.
5. On days designated as internship days, the student will adhere to working hours and service procedures of Agency. Internship day credit will be given and recognized for performance of assigned or required activities of an emergency nature or of a nature requiring the participation of the student outside the normal working hours of the internship day. NLA will determine beginning days, holidays, and ending dates for the internship.

ARTICLE 2: NLA agrees to:

1. Make available to Agency the academic resources of University, including but not limited to technical assistance through the Graduate College of Social Work as contracted with Agency, consultation with faculty, and attendance at educational programs.
2. To the extent permitted by law, protect Agency and client information obtained through the internship.
3. Bear responsibility for academic administrative elements of the internship.
4. Designate and assign an appropriate representative, as appointed by NLA, to serve as representative to Agency and to visit Agency upon request and at least one time during the internship and upon the request of Agency.
5. Limit the activities of its staff at Agency to those functions required to fulfill the terms of this agreement, unless otherwise agreed upon between Agency and the individual staff member.
6. Provide liability insurance for student interns who are enrolled at University during the term of the internship through University's Directors and Officers Insurance.

7. Select the students or student who shall be placed at Agency, subject to the approval of Agency.
8. Provide information to Agency, prior to placement of students, regarding the background, experience, and educational needs of each student.
9. Assist the students in their recognition and understanding of the mission of Agency, as well as in dealing Agency clientele, staff and administrators, regardless of race, ethnic origin, gender, sexual preference, age, religion, or political belief.
10. Remove, upon written request of Agency and as established in the Internship Handbook, any student whose performance is unsatisfactory or whose conduct is unacceptable to Agency

ARTICLE 3: Agency agrees to:

1. Meet the criteria described in the NLA's Internship Handbook.
2. Provide students with information regarding policies and procedures of Agency and with orientation experiences to educate students about the requirements of Agency.
3. Allow the use of Agency materials in classroom discussions and assignments, as cleared by the internship supervisor in such form as to protect client identity and confidentiality and to recognize as privileged information relative to specific administrative or personnel problems of Agency.
4. Provide suitable office space, equipment, materials, supplies, and clerical assistance necessary for accomplishment of the teaching/learning tasks, as well as, when required, privacy for interviewing purposes.
5. Provide appropriate instruction and supervision by a qualified Agency representative. This supervisor is subject to approval by NLA. The responsibility of the supervisor will be to provide coordination of internship instruction and work supervision of the student within Agency, unless a different plan has been agreed upon by NLA and Agency.
6. Provide appropriate and ample time for the supervisor to attend workshops, trainings, and seminars; to prepare for and conduct conferences with students; and to consult with the representative of NLA.
7. Accept students for the internship with the provision that said student may participate in overall Agency programs and activities, as appropriate to their educational objectives.
8. Accept any qualified students without regard to race, ethnic origin, gender, sexual preference, religion, age, or political belief, and provide an atmosphere for learning that is supportive and free of discrimination.
9. Provide opportunities for the student to reinforce learning in accordance with the behavioral objectives relating the internship with the academic requirements identified by NLA.
10. Provide reimbursement, where possible, for student travel and other expenditures on behalf of clients and Agency business.
11. Facilitate withdrawal of the student by NLA when the placement fails to be in the best interest of the student, Agency and/or NLA. Withdrawal must follow the procedures established in the Internship Handbook.

ARTICLE 4: General Provisions

1. Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision) and venue for purposes of claims, or litigation shall be Houston, Harris County, Texas.
2. The terms and conditions of this Agreement may be modified upon mutual written consent of Parties at any time.
3. This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date.
4. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

UNIVERSITY:	AGENCY:
_____	_____
Sr VC/VP, Academic & Faculty Affairs	_____
University of Houston	_____
214 E. Cullen Bldg.	_____
Houston, TX 77204-2037	_____
with a copy to:	with a copy to:
Ira C. Colby, DSW, LCSW	_____
Graduate College of Social Work	_____
University of Houston	_____
110 HA Social Work Building	_____
Houston, TX 77204-4013	_____
and a copy to:	and a copy to:
Nonprofit Leadership Alliance Program	_____
University of Houston	_____
110 HA Social Work Building	_____
Houston, TX 77204-4013	_____

5. Neither NLA, Students, nor any NLA personnel, including faculty shall be considered employees, agents, borrowed servants, partners, or joint witnesses of Agency.
6. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.
7. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind Party on behalf of which/whom he/she signs, to the terms of this Agreement.
8. If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or NLA or Agency policies, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
9. A waiver by either Party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
10. This is the entire Agreement between Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

In witness thereof, Parties have executed this Agreement in multiple counterparts. The effective date of this agreement will be the date of the last signature below.

UNIVERSITY OF HOUSTON	**AGENCY**
_____	_____
Signature Date	Signature Date
Name:_____	Name:_____
Sr. VC/VP, Academic & Faculty Affairs	Title:_____
_____	_____
Signature Date	Signature Date
Ira C. Colby, DSW, LCSW	Name:_____
Dean, Graduate College of Social Work	Title:_____
_____	_____
Signature Date	Signature Date
Name:_____	Name:_____
Program Director, GCSW	Title:_____

Note: Modification of this Form requires approval of OGC